

Town of West Hartford, Connecticut  
Department of Financial Services Purchasing Services Division  
50 South Main Street, West Hartford, CT 06107-2431

## INVITATION TO BID

<b>Bid No.</b> 6202F	<b>Opening Date</b> May 26, 2011	<b>Opening Time</b> 2:00 PM	<input checked="" type="checkbox"/> <b>Formal Bid</b>	<input type="checkbox"/> <b>Informal Bid</b>	<b>THIS IS <u>NOT</u> AN ORDER</b>
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This **INVITATION TO BID** form, with your response on it, must be received by the Purchasing Services Division, at the above address, prior to the bid opening at the time and date shown above. Bids must contain an original signature and must be submitted in a sealed envelope. All bid envelopes must indicate the bid number, time and opening date. At the designated time, all bids will be publicly opened and read. **THIS IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED AS WELL AS ALL ATTACHED SPECIFICATION SHEETS AND DRAWINGS.**

<b>Department:</b> Facilities	<b>Division:</b> Townwide	<b>Required Delivery Date</b>	<b>Requisition No.:</b>
<b>Shipping Destination:</b> Various Locations in West Hartford			
<b>DESCRIPTION</b>		<b>UNIT PRICE</b>	<b>TOTAL</b>
<p>The Town of West Hartford is seeking a contractor to furnish all labor, materials, equipment and all else whatsoever required to provide full maintenance and repair services for automatic door systems for the periods 7/01/11 - 6/30/14 (Period I; 7/01/11 - 6/30/12; Period II; 7/01/12 - 6/30/13; Period III; 7/01/13 - 6/30/14) per the attached specifications dated Thursday, May 05, 2011.</p> <p><b>1. <u>Annual Service Agreement</u></b> Fee for listed locations: \$ _____</p> <p>1.1. Annual Service Agreement Fee shall include the following:</p> <p>1.1.1. Routine Maintenance &amp; Inspections</p> <p>1.1.2. Service Requests:</p> <p>1.1.2.1. No additional labor charges for emergency repairs services</p> <p>1.1.2.2. Includes all replacement parts (minor &amp; major) at no charge.</p> <p><b>2. <u>Non Listed Automatic Door Locations</u></b> shall be priced as follows:</p> <p>2.1. <u>Hourly Billing Rate</u></p> <p>2.1.1. Straight Time: \$ _____</p> <p>2.1.1.1. Specify straight time schedule: _____</p> <p>2.1.2. Time and a half: \$ _____</p> <p>2.1.2.1. Specify time and a half schedule: _____</p> <p>2.1.3. Double Time: \$ _____</p> <p>2.1.3.1. Specify Double Time schedule: _____</p> <p><b>3. <u>Materials:</u></b> Contractors' cost +/- % : _____ % (discount) or (mark up)</p> <p><b>4. <u>Insurance Requirements:</u></b> Contractors shall comply with insurance requirement per Insurance Exhibit A.</p>			
		<b>TOTAL \$</b>	

**We hereby agree to furnish and invoice above listed materials or services, delivered or performed in accordance with your specifications, requirements and terms as specified herein at prices specified above.**

Bidders are encouraged to attend the Town's bid opening at which time the public is afforded an opportunity to record bid prices received in response to the Town's solicitation. Bidders who would like the results of the bid but are unable to attend the bid opening, may check the Town website, <http://west-hartford.com/TownServices/TownDepartments/FinancialServices/BidResults.htm> a week after the bid opening date. Bidders calling the Purchasing Office for bid results will be referred to the above procedure. The bidder agrees that by affixing their signature to this request for bids, the authorized signatory grants approval to the Town Of West Hartford to obtain third party credit reports for the purpose of assessing the financial capacity of the business entity tendering such bid to the Town.

<b>Delivery Date</b>		<b>Shipment via</b>		<b>FEIN #/Tax ID</b>		<b>Terms</b> %                      DAYS	
<b>Vendor Name</b>			<b>Address</b>			<b>City, State, Zip</b>	
<b>Telephone</b>	<b>Fax No</b>	<b>Authorized Signature</b>	<b>Printed Name</b>	<b>Title</b>			
<b>NOTE: Failure to affix an authorized signature to this form will result in rejection of the bid.</b>							

**TOWN OF WEST HARTFORD**  
**Automatic Door Service Specifications**  
**May 5, 2011**  
**Bid #6202F**

1. **Contract Term**

Bids will be accepted on furnishing all labor, materials, equipment and all else whatsoever required to provide full maintenance and repair services for automatic door systems including one revolving door for the periods 7/01/11 - 6/30/14 (Period I; 7/01/11 - 6/30/12; Period II; 7/01/12 - 6/30/13; Period III; 7/01/13 - 6/30/14).

2. **Scope of Services**

The Contractor shall be responsible for all maintenance and repair of 31 automatic doors (reduce to 30 automatic doors and increase to add 1 revolving door during the summer of 2011) at the Town of West Hartford locations as listed below:

<b><u>QTY</u></b>	<b><u>TYPE</u></b>	<b><u>LOCATION</u></b>	<b><u>BUILDING</u></b>
1	Stanley Sliding Door	50 South Main St	Town Hall Auditorium
2	Stanley Sliding Door	50 South Main St	Town Hall Entrance (to be changed to a revolving door summer 2011)
1	Horton Sliding Door	50 South Main St, 2 <sup>nd</sup> fl	Town Hall Employee Services
1	Horton Swing Door	1073 New Britain Ave	Faxon Library
1	Pedestrian Sliding Door	1073 New Britain Ave	Faxon Library
1	Stanley Sliding Door	15 Starkel Rd	Bishops Corner Library
2	Stanley Swing Doors	15 Starkel Rd	Bishops Corner Library
1	Stanley Swing Doors	15 Starkel Rd	Bishops Corner Senior Center
3	Besam Sliding Doors	20 South Main St	Noah Webster Library
1	Stanley Sliding Door	1106 New Britain Ave	Elmwood Community Center
4	Horton Swing Doors	130 South Street	Constructive Workshop
2	Stanley Sliding Doors	103 Raymond Road	Police Main Entrance
1	Stanley Sliding Door	103 Raymond Road	Fire Main Entrance
2	Stanley Sliding Doors	55 Buena Vista Road	Cornerstone Pool
8	Stanley Swing Doors	55 Buena Vista Road	Cornerstone Pool

The Contractor's responsibilities shall include: (1) regularly (quarterly) scheduled inspections and preventive maintenance and; (2) repair or replacement of parts as required. The vendor shall be responsible for loss or damage, consequentially or directly arising from negligent or deliberate acts of its employees, subcontractors or agents but shall not be responsible for damage to equipment covered by "acts of God", misuse or abuse of such equipment. In order to be considered for award, the Contractor shall have technicians/mechanics which are factory authorized. The Contractor shall make every effort to send the same technician/mechanic to service the doors.

3. **Routine Maintenance and Inspections**

Routine preventive maintenance and inspections shall be scheduled at times mutually agreeable to the Director of Plant and Facilities Services or his designee.

The inspections and maintenance shall include a complete examination of all equipment and periodic preventive maintenance of all equipment in accordance with manufacturer's recommendations, the specifications, and sound and accepted practices and principles of the trade. Inspections and maintenance shall be conducted at equally spaced intervals relative to the number of inspections and length of the applicable contract period. Required repair or replacement of components, parts, etc. as included in the service agreement, may be performed at that time.

Mid-way through the annual service agreement the Contractor shall conduct a survey of each door and provide a report to the Director of Plant and Facilities Services. The report shall include the current condition of all doors and components.

4. **Service Requests - Routine and Emergency**

Routine service requests shall be initiated when an equipment failure, malfunction or interruption in service occurs. The determination of an emergency service request shall be made by the Director of Plant and Facilities Services or his designee. Service requested on an emergency basis shall be responded to within two (2) hours (service personnel on site) after initiation of the request. Service on a routine basis shall be responded to within four (4) hours after initiation of request. The Contractor shall be required to provide emergency service on a 24-hour per day, seven day per week basis, holidays included. Parts not stocked directly by the Contractor shall be ordered and shipped by the most expedient and reliable means available at no extra cost to the Town.

5. **Service Reports**

Each time service is performed by the Contractor, the Contractor shall provide a written statement detailing the work affected. Prior to the commencement of any work, the Contractor shall report to the Director of Plant and Facilities Services.

6. **Liquidated Damages**

The Contractor shall pay the Town liquidated damages in amounts specified herein for each and every time period specified below, that he shall be in default in responding to a service request or completing work to be performed pursuant to these specifications. The amount of liquidated damages, which sum is hereby agreed upon, not as a penalty, but as liquidated damages which the Town will suffer by reason of such default. Response time shall be defined as the time interval from when the Contractor receives the request for service until the time the Contractor arrives at the applicable Town Facility.

Emergency requests for service shall be responded to within two (2) hours of the initiation of the service request. The Contractor shall be assessed liquidated damages in the amount of \$1.00 per minute commencing one hundred twenty one (121) minutes after the initiation of the service request.

7. **Payment**

Payment will be made by the Town within thirty (30) calendar days of receipt of an appropriate and accurate invoice mailed to the agency receiving such materials. Contractors may register for electronic payments on our website, [www.westhartford.org](http://www.westhartford.org).

8. **Termination**

The contract pursuant to this Invitation to Bid may be terminated at the Town's sole option for cause or convenience.

9. **Non-listed Automatic Doors:**

The Town shall compensate the contractor in the following manner:

a. **Labor:**

- The vendor shall be paid the hourly billing rate stipulated on a pro rata basis for the first hour (i.e. the vendor shall be paid only for that portion of the hour worked).
- After the first hour the vendor shall be paid the hourly billing rate stipulated on a pro rata basis (i.e. the vendor shall be paid only for that portion of the hour worked).
- The Town will not pay for travel time.

b. The awarded contractor shall be **compensated for materials used at the prices actually paid by the contractor upon receipt and verification of supplier's invoice**

c. **Billing:**

Invoices submitted by the awarded contractor shall include:

- A detailed listing of all materials and prices along with a copy of the contractor's actual materials invoice.
- The number of employees dispatched, labor man hours expended, and the subsequent cost including hourly billing rate.

(If prior agreement is not obtained, the Town will pay for labor performed by one employee only).

The awarded contractor shall be compensated for materials used at the prices actually paid by the contractor upon receipt and verification of the supplier's invoices.

## INSURANCE EXHIBIT A CONTRACTORS

The Contractor shall procure insurance coverage against claims that may arise from, or in connection with the performance of the Contractor's duties pursuant to this contract. The insurance coverage shall remain in full force for the duration of the contract term including any and all extensions. The Contractor shall pay the cost of such insurance.

For the purpose of this exhibit: the term "Contractor" shall also include their respective agents, representatives, employees or subcontractors; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

### A. Minimum Scope and Limits of Insurance:

The insurance required shall be written for not less than the scope and limits of insurance specified in this exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater.

It is agreed that the scope and limits of insurance coverage specified in this exhibit are minimum requirements and shall in no way limit or exclude the Town from additional limits and coverage provided under the Contractor's policies.

#### 1) **Comprehensive General Liability:**

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products /completed operations.

#### 2) **Automobile Liability and Physical Damage Coverage:**

\$1,000,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and \$1,000 medical payments. Policy to include collision and comprehensive coverage for any auto used for the purpose of this contract.

#### 3) **Workers' Compensation:**

Coverage A / Workers' Compensation: statutory limits as required by the Labor Code of the State of Connecticut.

Coverage B / Employer's Liability: limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee.

#### 4) **Personal Property:**

"All risk" insurance on a replacement cost basis to cover the value of personal property belonging to the Contractor and others (including but not limited to the personal property of subcontractors) located on Town property while in use or in storage for the duration of the contract. Deductible not to exceed \$1,000.

### B. Acceptability of Insurers:

The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise deemed acceptable by the Town's Risk Manager.

C. Subcontractors:

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

D. Waiver of Subrogation:

The Contractor shall provide that all insurance policies include a waiver of subrogation clause that states that it is agreed that in no event shall the insurance company have any right of recovery against the Town. When the Contractor is self-insured, it is agreed that in no event shall the Contractor have any right of recovery against the Town.

E. Claims-Made Form:

If the insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the contract. The certificate of insurance shall state the retroactive date and that the coverage is claims-made. The Contractor shall maintain coverage for the duration of the contract and for the two (2) years following the completion of the contract. Evidence of such coverage shall be provided to the Town thirty (30) days prior to each expiration.

F. Aggregate Limits:

Any aggregate limits must be declared to the Town. It is agreed that the Contractor shall notify the Town when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid by the Contractor.

G. Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to the Town. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

H. Notice of Cancellation or Nonrenewal:

For other than non-payment of premium, each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Town. Ten (10) days notice shall be given for non-payment of premium.

I. Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1) **Liability Coverage's**

- a) *The Town of West Hartford, West Hartford Board of Education, and their respective officers, agents, officials, employees, volunteers, boards and commissions are to be named as additional insureds* with respect to liability arising out of or in connection with the activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town.
- b) The Contractor's insurance coverage shall be primary insurance with respect to the Town. Any insurance or self-insurance maintained by the Town shall be excess of the Contractor's insurance and shall not contribute with it.
- c) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

J. Verification of Coverage:

The Contractor shall furnish the Town with certificates of insurance confirming the coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Town before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies, at any time.

All insurance documents required by this exhibit should be mailed to: Town of West Hartford, Risk Management Division, 50 South Main Street, West Hartford, Connecticut 06107.

K. Failure to Purchase or Maintain Insurance:

If the Town or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required by this exhibit, the Contractor shall bear all reasonable costs properly attributable thereto.

\_\_\_\_\_  
Initials/ Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Initials/ Town of West Hartford

\_\_\_\_\_  
Date



## INSTRUCTIONS TO BIDDERS

### ANTI DISCRIMINATION

The Contractor agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of West Hartford.

### APPLICABLE LAW

The Contract pursuant to this solicitation shall be governed by, and the Town and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Connecticut, except as otherwise provided in such Contract or in laws pertaining specifically to the Town. This Contract shall be governed by the laws of the State of Connecticut, and suits pertaining to this contract shall be brought only in federal or state courts in the state of Connecticut.

### ASSIGNMENT - DELEGATION

No right or interest in the contract shall be assigned by the Contractor without prior written permission of the Town, and no delegation of any duty of Contractor shall be made without prior written permission of the Town's Purchasing Agent. The Town shall not unreasonably withhold approval and shall notify the Contractor of the Town's position within a reasonable period of time.

### AWARD OF CONTRACT

Award will be made to the lowest responsible qualified bidder.

A Bidder, if requested, must be prepared to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the bid.

The Purchasing Agent reserves the right to reject the bid of any bidder in default of any prior contract or guilty of misrepresentation, or of any company having as its sales agent or representative, or member of the firm, any individual in default or guilty of misrepresentation. Each bid will be received, with the understanding that the acceptance in writing by the Purchasing Agent of the offer to furnish any or all of the commodities described therein, shall constitute a contract between the Bidder and the Town, which shall bind the Bidder on his part to furnish and deliver the commodities at the prices given and in accordance with conditions of said accepted bid and specifications. No alterations or variations of the terms of the contract shall be valid or binding upon the Town unless made in writing and signed by the Purchasing Agent. The placing, in the mail to the address given in the bid or delivery of a notice of award to a bidder will constitute notice of acceptance of an offer. When so requested by the Purchasing Agent, the Contractor shall execute a formal contract with the Town for the complete performance specified therein. The contract may be terminated or annulled by the Purchasing Agent upon nonperformance of contract terms or failure of the Contractor to furnish performance surety and/or insurance certificates within ten (10) days from date of request. Any unfulfilled deliveries against such contract may be purchased from other sources at the Contractor's expense.

Failure of a Contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Agent or failure to make replacements of rejected commodities when so requested, immediately or as directed by the Purchasing Agent, will constitute authority for the Purchasing Agent to purchase in the open market, the commodities to replace the commodities rejected or not delivered. The Purchasing Agent reserves the right to authorize immediate purchase in the open market against rejections on any contract when necessary. On all such purchases, the Contractor agrees promptly to reimburse the Town for excess costs occasioned by such purchases. Such purchases will be deducted from the contract quantities. However, should public necessity demand it, the Town reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

### BEST CUSTOMER PREFERENTIAL PRICING

The contractor shall reduce the contract price of any good or service for which a contract award is executed to an amount equal to or lower than any pricing offered to any other commercial customer or the general public. This reduction in price shall be applied when the goods or services are identical to those contracted for and quantities requested meet any minimum quantity requirements for such pricing.

### CERTIFICATION

By signature of the offeror, the offeror certifies:

The submission of the offer did not involve collusion or other anti-competitive practices.

The offeror had not given, offered to give, not intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting Contract and may be subjected to legal remedies by law.

The offeror submitting the offer hereby certifies that the individual signing the offer and/or Contract is an authorized agent for the offeror and has the authority to bind the offeror to the contract.

### CLAYTON ACT ASSIGNMENT OF RIGHTS

The Contractor and/or Subcontractor offers and agrees to assign to the Town of West Hartford and/or the West Hartford Board of Education all rights, titles and interest in all causes of action it may have under Section 4 of the Clayton Act., 15 U.S.C. Section 15, or under Connecticut General Statutes 35-24 et. seq., as amended, arising out of the purchase of services, property, or intangibles of any kind pursuant to the Agreement, or Subcontracts thereunder. This assignment shall be made and become effective at the time the Town/Board awards or accepts such Agreement, without further acknowledgment by the parties. In the alternative, at the option of the Town, the Contractor and/or Subcontractor agrees to pay to the Town its proportionate share of recoveries for anti-trust violations which relate to purchases pursuant to this Contract, or Subcontracts hereunder. The Contractor and/or Subcontractor agrees promptly to notify the Purchasing Agent of the Town of West Hartford of suspected anti-trust violations and claims.



## CONTRACT

The contract pursuant to this solicitation shall be based upon the request for bid issued by the Town and the offer submitted by the Contractor in response to the request for bid. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the request for bid. The Town reserves the right to clarify any contractual terms with the concurrence of the Contractor. However, any substantial non-conformity in the offer, as determined by the Town Purchasing Agent, shall be deemed nonresponsive and the offer rejected. Such contract shall contain the entire agreement between the Town and the Contractor relating to this requirement and shall prevail over any and all previous Agreements, contract, proposals, negotiations, purchase orders or master Agreements in any form.

## CONTRACT AMENDMENTS

The contract pursuant to this solicitation shall be modified only by a written contract amendment signed by the Town Purchasing Agent and persons duly authorized to enter into contracts on behalf of the Contractor.

## COST OF BID PREPARATION

The Town shall not reimburse the bidder for the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

## DELIVERY

All prices bid must be on the basis of F.O.B. destination, inside delivery, unloaded and assembled unless otherwise indicated in the bidding documents. The contractor shall be responsible for all freight cost. It shall be understood and agreed that any and all commodities furnished shall comply fully with all applicable O.S.H.A., Federal and State laws and regulations.

Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bidding documents. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

Delivery must be made as ordered and in accordance with the bidding documents. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Contractor. Commodities shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charge for packing cases, bailing or sacks, the containers to remain the property of the Town unless otherwise stated in the bidding documents.

## GRATUITIES

The Town may, by written notice to the Contractor, cancel the contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Town amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

## INDEMNIFICATION

The Bidder is aware of and agrees that, if awarded an Agreement, he is bound by the following indemnification language:

To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford and the West Hartford Board of Education, their respective boards, commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments or any name or nature for:

Bodily injury, sickness, disease, or death; and/or

Damage to or destruction of property, real or personal; and/or

Financial losses (including, without limitation, those caused by loss of use)

sustained by any person or concern, including officers, employees, agents, Subcontractors or servants of the Town, the Board of Education, or the Contractor, or by the public, which is cause or alleged to have been caused in whole or in part by the negligent act(s) or omission(s) of the Contractor, its officers, employees, agents, or Subcontractors, in the performance of this Agreement or from the inaccuracy of any representation or warranty of the Contractor contained in the Contract Documents. This indemnity shall not be affected by other portions of the Agreement relating to insurance requirements.

- To the fullest extent permitted by law, the Contractor agrees to release, defend, indemnify, and hold harmless the West Hartford Board of Education and the Town of West Hartford, their respective boards and commissions, officials, officers, employees, agents, representatives, and servants from any loss, claim, cost penalty, fine or damage that may arise out of the failure of the Contractor, its officers, agents, employees or Subcontractors to comply with any laws or regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies. This undertaking shall not be affected by other portions of the Agreement relating to insurance requirements.

## INTERPRETATION OF BIDS

Qualified bids are subject to rejection in whole or in part. A qualified bid is defined as one limiting or modifying any of the terms and conditions and/or specifications of the invitation to bid.

Bidders are cautioned to initial erasures, alterations or corrections. Failure to do so may result in rejection of bids.

Unless limited by the term "no substitute", the use of the name of a manufacturer or of any particular make, model, or brand in describing an item, does not restrict bidders to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article so described; but the article offered must be of such character and quality that it will serve the purpose for which it is to be used, equally as well as that specified, and shall be deemed by the Town to be so warranted by the bidder. Bids on comparable items must clearly state the exact article being offered, and bidder shall furnish such other information concerning the article being offered as necessary to evaluate its

acceptability for the purpose intended. If the bidder does not indicate that the article he offers is other than as specified, it will be understood that the bidder is offering the article exactly as specified.

The Purchasing Agent reserves the right to reject any or all bids, or the bid for any one or more commodities or contracted services included in any or all bids, to waive any informality in bids and unless otherwise specified, to buy any part or the whole from one or more bidders when it is to the Town's best interest to do so.

#### **INTERPRETATION - PAROL EVIDENCE**

The contract pursuant to this solicitation is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of such Contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under the contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party had knowledge of the nature of this performance and opportunity to object.

#### **LAW OF WAIVER**

Any breach of contract which the Town does not object to shall not operate as a waiver of the Town to seek remedies available to it for any subsequent breach.

#### **LICENSES**

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

#### **PUBLIC RECORD**

All proposals submitted in response to this request shall become the property of the Town and shall become a matter of public record available for review subsequent to the award notification.

#### **PROPERTY TAX ASSESSMENT**

All owners of real estate, or of tangible personal property located in any town for three months or more during the assessment year immediately preceding any assessment day, who are nonresidents of such town, shall file lists of such real estate and personal property with the assessors of the town in which the same is located on such assessment day, if located in such town for three months or more in such year, otherwise, in the town in which such property is located for the three months or more in such year nearest to such assessment day, under the same provisions as apply to residents, and such personal property shall not be liable to taxation in any other town in this state. The list of each nonresident taxpayer shall contain his post-office and street address. The assessors shall mail to each nonresident, or to his attorney or agent having custody of his taxable property, at least fifteen days before the expiration of the time for filing lists, blank forms for filing lists of such property. The lists of taxable property of nonresidents shall be arranged in alphabetical order and separate from the lists of residents, provided no such separation shall be necessary in any town the board of assessors of which, upon the request of its property tax collector, has made rules and regulations approved by the secretary of the office of policy and management setting up an alternative method of arrangement.

#### **PROVISIONS REQUIRED BY LAW**

Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

#### **RELATIONSHIP OF PARTIES**

It is clearly understood that each party shall act in its own individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments shall not be withheld from a Town payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any. The Contractor understands that it is not entitled to compensation in the form of salaries, or to paid vacation or sick days by the Town. The Contractor further understands that the Town shall not provide any insurance coverage to the Contractor, including workmen's compensation coverage.

#### **RIGHTS AND REMEDIES**

No provision in these solicitation documents or in the offeror's bid shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

#### **SEVERABILITY**

The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

#### **SUBCONTRACTS**

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the Town's Purchasing Agent. All subcontracts shall comply with federal and state laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The Town shall not unreasonably withhold approval and shall notify the Contractor of the Town's position within a reasonable period of time.

#### **SUBMISSION OF BIDS**

Signed bid offers, on this form, must be returned in sealed envelopes addressed to Department of Finance, Division of Purchasing Services, Town Hall, 50 South Main St., West Hartford, CT 06107 and the envelope must bear the notation that it is a sealed bid, the Bid Number and the vendor's name and address.

Bidders are cautioned to examine the specifications, drawings, samples, etc. pertaining to the bid.

Failure on the part of the bidder to examine all pertinent documents samples, or job areas shall not entitle him to any relief from the conditions imposed in the proposal, the specifications and the contract. Unsigned bids or bids without an original signature will not be accepted. When a bidder desires an interpretation or clarification of any ambiguity in the bidding documents, he must contact the Purchasing Agent prior to bid opening. The Purchasing Agent's interpretation shall be final and will be made known to all bidders concerned.

The bidder shall insert the price per stated unit and the extensions against each item which he proposed to provide. In the event of a discrepancy between the unit price and the extension, the unit price will govern. (If discounts are shown and there is an error in the extension of the total, the discount offered will govern.) If the price bid per unit is based on any unit other than that stated, the bidder shall state the unit on which the unit price is based.

A bid will not be accepted if it, or the Bid Surety if required, is received at the Purchasing Division Office after the stated time of opening as shown on the bid form. This applies to bids sent by mail as well as those hand delivered. Unsigned bids shall be rejected.

Contractors must furnish Bid Surety. Labor & Materials and Performance Bonds when required. Certificates of Insurance may be required and must be furnished by the Contractor prior to any work being performed.

Purchases made by the Town are exempt from Fair Trade Laws as well as the payment of any sales, excise or Federal transportation taxes. Such taxes must not be included in bid prices. Tax exemption certificates, for merchandise accepted by the Town, will be completed at the request of the Contractor furnishing the goods or services.

When samples are requested they shall be delivered by the bidder properly identified at the time of the bid opening unless the bidding documents indicates a different time. Samples shall be submitted free of charge. Samples will be removed by the bidder at his expense. The Town will not be responsible for any samples which are destroyed or mutilated in examination. If samples are not removed within thirty (30) days after written notice to the Vendor, they shall be considered as abandoned and the Town shall have the right to dispose of them as its own property. The Purchasing Agent may, at his discretion, hold the sample or samples of the successful bidder or bidders, for comparison with articles delivered on the Purchase Order, or orders issued subsequent to the award.

#### **SUBMISSION OF INVOICES**

The following provisions regarding submission of invoices are an integral part of these bidding documents, and as such, will create a contractual obligation on the part of the awarded vendor. Failure to comply with these contractual requirements may result in a breach of contract:

All invoices submitted to the Town of West Hartford for goods or services shall contain the following minimum information:

- Town Order Number
- Complete description of goods or services rendered.
- Agency and name of individual requesting goods or rendering of services.
- Date of delivery of goods or rendering of services.
- Complete price information including gross amount, discount if applicable, net amount and itemization of labor charges if applicable.
- Additional information as may be required by contract.

All invoices must be forwarded to the Town department to whom goods or services were rendered.

#### **TOXIC SUBSTANCES**

In accordance with section 31-40 of the General statutes of Connecticut any person who supplies any toxic substance as defined in 31-40 shall provide the following information:

- 1) The generic or basic chemical name of the toxic substance;
- 2) the level at which exposure to the substance is determined to be hazardous. If known;
- 3) the acute and chronic effects of exposure of hazardous levels;
- 4) the symptoms of such effects;
- 5) appropriate emergency treatment;
- 6) proper conditions for safe use and exposure to such toxic substance;
- 7) procedures for cleanup of leaks and spills of such toxic substance; and
- 8) a label on each container of any such substance which states, in a clearly legible and conspicuous form, that a toxic substance is contained therein.

This information shall be disclosed at the time of the bid opening and chemical data sheets will also be required if the products meet the toxic substance criteria.

#### **VENDOR WARRANTY**

Vendor hereby agrees to:

- a. Perform contract in accordance with the specifications and bid under which the contract was awarded.
- b. Warranty the products or services against defective material or workmanship and to repair or replace any damage or marring of products occasioned in transit.
- c. Furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors.
- d. Indemnify and hold harmless the Town, its agencies, agents, offices, servants or employees from any action, law suit or judgment arising out of defects in its products, materials or workmanship, negligence in its activities or breach of its agreement with the Town, including the cost of defense and counsel fees.

Articles which in any respect fail to conform with the specifications upon which the award is made will be rejected and held subject to the Bidder's disposition and expense.

**WEST HARTFORD TOWN HALL DIRECTIONS**

**FROM THE WATERBURY AREA**

1. Exit 43 (Park Road)
2. Take a left on to Park Road
3. Take a right at the traffic light (Raymond Road)
4. Go straight through traffic light (Boulevard)

The Town Hall parking lot is on your left

**FROM THE BOSTON AREA**

1. Exit 43 (Park Road)
5. Take a left on to Park Road
6. Take a right at the traffic light (Raymond Road)
7. Go straight through traffic light (Boulevard)

The Town Hall parking lot is on your left